

**BEFORE THE FEDERAL ELECTION COMMISSION**

In the Matter of )

MUR 4951

James Maxim )

**CONCILIATION AGREEMENT**

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Respondent James Maxim knowingly and willfully violated 2 U.S.C. §§ 441f and 441b(a).

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

- I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters voluntarily into this agreement with the Commission.
- IV. The pertinent facts in this matter are as follows:
 

Actors

  1. Respondent James Maxim was, at all relevant times, the Quintex Mobile Communications Corporation ("Quintex") Vice President for the Mid-Atlantic region.

RECEIVED  
FEDERAL ELECTION  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL

2002 DEC 16 A 10:29

7951-904-40-22

NOV-22-2002 15:05

OGC

P. 04/07

MUR 4931  
James Maxim  
Conciliation Agreement

2

2. Quintex is a subsidiary of Audiovox Communications Corporation ("ACC"), which is a subsidiary of Audiovox Corporation ("Audiovox").
3. Audiovox is a corporation within the meaning of 2 U.S.C. § 441b(a).
4. Philip Christopher is the Executive Vice President of Audiovox and the President of ACC. Maxim reported directly to Christopher.
5. Cathy Maxim is James Maxim's wife.
6. Frederick Beiswenger is the Controller for Quintex's Mid-Atlantic region and was supervised by Maxim.
7. Nancy Beiswenger is Frederick Beiswenger's wife.

Applicable Law

8. The Federal Election Campaign Act of 1971, as amended (the "Act"), makes it unlawful for corporations to make contributions or expenditures from their general treasury funds in connection with any election of any candidate for federal office. Corporate officers and directors are also prohibited from consenting to such contributions or expenditures. 2 U.S.C. § 441b(a).
9. It is unlawful for any person to make a contribution in the name of another, or for any person to knowingly permit his or her name to be used to make such a contribution. Moreover, no person may knowingly help or assist any person in making a contribution in the name of another. 2 U.S.C. § 441f; 11 C.F.R. § 110.4(b)(1)(ii).

23.04.406.1568

NOV-22-2002 16:05

OGC

P.05/07

MUR 4931  
James Maxim  
Conciliation Agreement

3

**Events Regarding Violations**

10. Between 1995 and 1997, Maxim and his wife (Cathy), collectively, made five campaign contributions to candidates for federal office at Christopher's request. Maxim contributed \$1,000 to the Committee to Elect Gary L. Ackerman on December 26, 1995, \$1,000 to Torricelli for U.S. Senate on December 29, 1995, and \$1,000 to Citizens for Biden on June 15, 1997. In addition, Maxim and his wife each made a \$1,000 contribution to Hoke for Congress on May 21, 1996.
11. Maxim and his wife also made three contributions, totaling \$2,500, to Clatworthy U.S. Senate '96 Fund.
12. Maxim considered Christopher's solicitations business requests and, therefore, believed he could reimburse himself for the campaign contributions from Audiovox funds.
13. Maxim used a Quintex petty cash account, funded by Audiovox, to reimburse himself and his wife for all eight campaign contributions they made to candidates for federal office between 1995 and 1997.
14. Maxim also directed Frederick Beiswenger to make three campaign contributions at Christopher's request. Beiswenger and his wife (Nancy) each made a \$1,000 contribution to Hoke for Congress on May 21, 1996, and Beiswenger contributed \$1,000 to Citizens for Biden on June 30, 1997. Maxim told Beiswenger that he would be reimbursed for the contributions.
15. Maxim used Audiovox funds from the Quintex petty cash account to reimburse Beiswenger and his wife for their three campaign contributions.

23-04-406-1569

MUR 4931  
James Maxim  
Conciliation Agreement

4

### Violations

V. Respondent violated 2 U.S.C. §§ 441b(a) and 441f by permitting Audiovox to make contributions to the Committee to Elect Gary L. Ackerman, Torricelli for U.S. Senate, Citizens for Biden, Hoke for Congress and Clatworthy U.S. Senate '96 Fund in his and his wife's names, and by consenting to those corporate contributions.

VI. Respondent violated 2 U.S.C. §§ 441b(a) and 441f by assisting Audiovox in making contributions to Hoke for Congress and Citizens for Biden in the names of Frederick Beiswenger and Nancy Beiswenger, and by consenting to those corporate contributions.

VII. Respondent will cease and desist from violating 2 U.S.C. §§ 441b(a) and 441f.

VIII. Respondent will pay a civil penalty to the Federal Election Commission in the amount of Ten Thousand dollars (\$10,000) pursuant to 2 U.S.C. § 437g(a)(5)(B).

IX. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

X. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

XI. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement(s) contained in this agreement and to so notify the Commission.

23.04.406.1570

MUR 4931  
James Maxim  
Conciliation Agreement

5

**XII. Respondent understands that the recipient campaign committees will be requested to disgorge the above-referenced reimbursed contributions to the United States Treasury. Respondent waives any and all claims he may have to the refund or reimbursement of such contributions.**

**XIII. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.**

**FOR THE COMMISSION:**

Lawrence H. Norton  
General Counsel

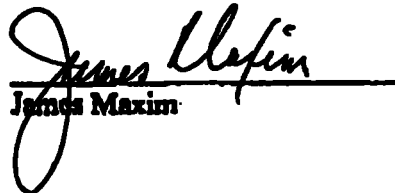
BY:

  
Rhonda J. Vording  
Associate General Counsel  
for Enforcement

Date

11/3/03

**FOR THE RESPONDENT:**

  
James Maxim

Date

12/11/02

23.04.406.1571